cision in each case was based largely on the same three cases, to-wit, *Bryant* v.*Continental Casualty Co., supra; Dozier* v. *Fidelity & Casualty Co. of N. Y.,* 46 Fed. 446; *Sinclair* v. *The Maritime Passengers' Assurance Co.,* 3 El. & El. 478. The first of these cases, decided in 1912 in the Civil Court of Appeals of Texas, 145 S. W. 636, has since been reversed in the Texas Supreme Court, 107 Tex. 582. The policies on which suit was brought in the *Dozier* and *Sinclair Cases, supra,* provided against *bodily or personal* injuries through "accidental means," and did not provide for sunstroke. Therefore, the decision in those cases that no recovery could be had where the injury or death resulted from sunstroke is proper and unavoidable, since admittedly a sunstroke is not a bodily or personal injury in the ordinary sense. Probably as a result of these cases a provision, like that of the instant case, that sunstroke through "accidental means" shall be deemed a bodily injury was inserted in insurance policies. The cases of *Semancik* v. *Contin. Cas. Co.* and *Elsey* v. *Fid. & Cas. Co. of N. Y., ante,* seem to be unsupported by authority. The instant case holds that a sunstroke under the circumstances of this case is an unusual, unexpected event, so that it can not be deemed a natural and probable consequence of assured's self-exposure to the sun.

INSURANCE — HEALTH AND ACCIDENT — LIABILITY. — Plaintiff sued on a health insurance policy which was conditioned on the disability of the assured "from performing any and every kind of duty pertaining to his occupation," during which disability the assured shall be "necessarily confined to the house." During all but two days of the period for which sickness indemnity was claimed, plaintiff, after visiting his doctor, at whose office it was necessary to call on account of the nature of the treatment, walked to his law office, where he usually remained only fifteen or twenty minutes, and transacted a little of his business. *Held,* the visits to the law office constituted a breach of condition of necessary confinement. *Pirscher* v. *Casualty Co. of America,* (Md. 1917), 102 Atl. 546.

All courts construe an insurance policy against the insurer when the terms are at all uncertain or ambiguous. *Rocci* v. *Mass. Accident Co., 222* Mass. 336; *Turner* v. *Fidelity & Casualty Co. of N. Y.,* 112 Mich. 425. The terms in the policy in the instant case providing for necessary confinement and total disability as conditions for recovery are uncertain and therefore open to interpretation. Instances of literal interpretation of the condition of necessary confinement are: *Cooper* v. *Phoenix Accident & Sick Benefit Association,* 141 Mich. 478, holding that the assured was not "necessarily confined" when he had visited his doctor and on the doctor's advice had taken walks for his health; *Schneps* v. *Fidelity & Casualty Co. of N. Y.,* 101, N. Y. S. 106, holding that the presence of the assured in New York City and in the mountains for cure was a breach of the condition of necessary confinement; *Bradshaw* v. *American Benevolent Association,* 112 Mo. App. 435, holding that one was not necessarily confined who on one occasion went to a doctor outside of the city and on another occasion took a ten days' trip for his health; *Rocci* v. *Mass. Accident Co., 222* Mass. 336, holding that a change

from one hospital or house to another at intervals of two or three weeks was not necessary confinement. There is a relaxation from this literal and strict position in *Mutual Benefit Association* v. *Nancarrow,* 18 Col. App. 274; *Dulany* v. *Fidelity & Casualty Co. of N. Y.,* 106 Md. 17; *Scales* v. *Masonic Protective Association,* 70 N. H. 490, where the taking of outdoor exercise, on a doctor's advice, was deemed consistent with a "necessary confinement" condition. A very liberal interpretation is seen in *Hoffman* v. *Michigan Home & Hospital Association,* 128 Mich. 323 (2 of the 5 judges dissenting), viz., that visits to a doctor, walks on his advice, visits away for a change of scenery, do not constitute a breach of this condition. The total disability clause in health policies, such as that in the instant case, which the court did not pass upon, also receives interpretations both literal and liberal. Literal interpretations are seen in *Saveland* v. *Fidelity & Casualty Co. of N. Y.,* 67 Wis. 174; *Lyon* v. *Railway Passenger Assur. Co.,* 46 Ia. 631. However, by weight of authority, a liberal interpretation is adopted, viz., that a total disability clause is satisfied if the assured is unable, in a substantial and material sense, to do his usual business in substantially the usual way. *Young* v. *Travellers' Ins. Co.,* 80 Me. 244; *Turner* v. *Fidelity & Casualty Co. of N. Y.,* 112 Mich. 425; *Neafie* v. *Manufacturers' Accid. Indemnity Co.,* 8 N. Y. S. 202; *Lobdill* v. *Laboringmen's Mut. Aid Assoc. of Chatfield,* 69 Minn. 14; *Mut. Benefit Assoc.* v. *Nancarrow,* 18 Col. App. 274. The courts in the minority in holding to a literal interpretation of this clause suggest that the assured should refuse the total disability policy and demand a partial disability policy. Under this literal interpretation the circumstances of the instant case would not constitute total disability inasmuch as the plaintiff was able to go to his office each day for a short time. Almost certainly this would not be the view of courts adopting the liberal interpretation.

LANDLORD AND TENANT—EVICTION—INTERFERENCE WITH SUB-LESSEE.—The plaintiff, the lessee of the defendant, occupied part of the premises leased and sub-let the remainder. Defendant wrote to the sub-tenants forbidding them to pay rent to the plaintiff, representing that the latter had no right to the premises, and collected the rents. Plaintiff moved out and sued for eviction. *Held,* that there was no eviction, since there was no ouster or interference with the plaintiff's beneficial use of the premises. *Aguglia* v. *Cavicchia,* (Mass., 1918), 118 N. E. 283.

The case presents the situation of an alleged eviction from part of the premises leased—that part being a reversion—and a subsequent abandonment of the portion occupied by the lessee himself. In a technical sense there can be no physical interference with incorporeal property. Recognizing this difficulty, the courts have utilized the doctrine of constructive eviction in the case of disturbances of the enjoyment of easements and reversions, and have applied the rule that, "any obstruction by the landlord to the beneficial enjoyment of the demised premises, or diminution of the consideration of the contract by the acts of the landlord, amounts to a constructive eviction." *Lewis* v. *Payn,* 4 Wend, 423. In *Lewis* v. *Payn,* a constructive eviction was found when the original landlord distrained on the premises of the sub-